

1 In Propria Persona
2 James Arnett
3 9288 N. Monmouth Court
4 Tucson, Arizona 85742
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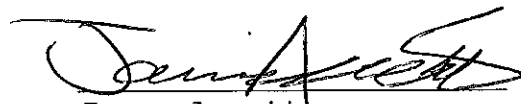
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF ARIZONA

10 **CIV12-311 TUCDTF**

11 James Arnett,)
12 Plaintiff,)
13 vs.)
14)
15 BENJAMIN SNOW HOWARD,)
16 LIFELINE MEDIA LLC, a Texas)
17 entity, NATIONWIDE AFFORDABLE)
18 HOUSING, a Texas corporation,)
19 and the BEN HOWARD TRUST,)
20 an Idaho trust,)
21 Defendants.)

CIVIL ACTION

22 DATED this 24 day of APRIL 2012.

23
24
25 
26 James Arnett
27 In Propria Persona
28

Jurisdiction

Venue is proper in this Court pursuant to 28USC§1391 as Defendant Benjamin Snow Howard (Defendant Howard), a resident of Layton, Utah, conducted business with Plaintiff James Arnett (Plaintiff Arnett), a resident of Tucson, Arizona, soliciting services, making offers to acquire labor, in person and remotely, within the jurisdiction of the District of Arizona. Defendant Lifeline Media LLC is an entity registered in Hurst, Texas; Defendant Nationwide Affordable Housing is a corporation registered in Hurst, Texas; Defendant Ben Howard Trust is a trust registered in Idaho. Each registered entity is directed and managed by their sole agent, Defendant Howard, who may be served with Process at his residence, located at: 3580 N. 2225 E., Layton, UT 84040.

Complaint

1. BACKGROUND: On or about 5 February 2011, Defendant Howard [author of "Overcoming Life's Trauma", and "Guilt Free Living", and "The Secret To Prosperity"] visited the Tucson, Arizona work studio of Plaintiff Arnett, [producer and director of the "September Eleventh" film series for the New York State Fraternal Order Of Police] for the purpose of completing the design and finalizing construction of his Internet venture, at his Web domain, <http://www.benshoward.net>. Defendant Howard asked Plaintiff to perform this service for him as a [gratis] personal favor, in order to help him launch his plans to take his self-help seminar business from local events to the national level, proposing published book, audio-book and movie embodiments of his "Overcoming Life's Trauma" live presentation, which Defendant Howard was performing on a regular

1 basis in the State of Utah. Plaintiff provided him with a (CSS based)
2 website design, from which, Defendant Howard could edit the specifics
3 of his proposed services and product lines.
4

5 2. When Defendant Howard was staying at Plaintiff Arnett's Tucson
6 work studio, located at: 7425 N. Mona Lisa Rd., unit 236, Tucson,
7 Arizona 95741, he had solicited Plaintiff Arnett's services to
8 produce an audio-book, and a three hour motion picture for him, over
9 a two month period, both products based upon Defendant Howard's live
10 presentation of "Overcoming Life's Trauma".
11

12 3. Defendant Howard then offered Plaintiff Arnett assignment as a
13 major equity partner and the producer and director positions in the
14 project (having the essential expertise), in order to secure his
15 cooperation to perform production in Utah. Plaintiff Arnett agreed
16 but would advise him of a later date, regarding his availability, due
17 to his obligation to complete the theatrical motion picture,
18 "Blocked", he was then engaged in producing. Satisfied, Defendant
19 Howard returned to Utah and deployed the website Plaintiff Arnett had
20 coded for him.
21

22 4. On or about, 21 May 2011, Plaintiff Arnett advised Defendant
23 Howard that he was then available for his project. By telephone from
24 Utah, Defendant Howard reiterated his offer that he made to Plaintiff
25 Arnett in Tucson, offering assignment as a major equity partner and
26 the producer and director positions in the project, and adding the
27 additional promises to pay all of his expenses, including his Tucson
28 work studio rent, meals, field phone, lodging, vehicle, a per diem

1 for gas, food, coffee, cigarettes and round-trip air transportation.
2 The parties were to formalize the agreement together in Utah.
3 Plaintiff Arnett agreed. Defendant Howard booked a one-way flight to
4 Salt Lake City, Utah for him.

5
6 5. On 5 June 2011, Plaintiff flew from Tucson, Arizona to Salt Lake
7 City, Utah, to begin work at Defendant Howard's personal residence,
8 located at: 6232 E. 1800 N. Eden, Utah 84310. Upon Plaintiff's
9 arrival, Defendant Howard briefed him on the project, characterizing
10 the project to Plaintiff as personally commissioned to him by "God",
11 via direct revelation, due to his ordination in the "Melchisedek
12 Priesthood", conferred by the Church of Jesus Christ of Latter Day
13 Saints (LDS), with the notable distinction of possessing a "Temple
14 Recommend", providing Plaintiff reason to have confidence that
15 Defendant Howard was sincere in his motivations and practices.

16
17 6. Another LDS member, a single mother from a local university film
18 program, **Ms. Dawn Strate Kalana**, was engaged by Defendant Howard as
19 "Associate Producer". He offered her that credit in the film and her
20 expenses were to be paid by Defendant Howard. Ms. Kalana accepted and
21 worked for Defendant Howard. To date, neither credit, nor
22 reimbursement for her expenses have materialized. Defendant Howard
23 stated to Plaintiff there was plenty of time to draft the equity
24 agreement as the busy work schedule provided.

25
26 7. On or about 8 June 2012, the graphic arts services of
27 **Mr. Gerren Ard** were offered to Defendant Howard by Plaintiff Arnett.
28 To that end, Plaintiff facilitated a telephone call, in order for

1 Defendant Howard to speak with, and hire the services of Mr. Ard.

2 Defendant Howard then purchased him an airline ticket, approximately
3 seven weeks ahead of the scheduled flight.

4
5 8. On or about 23 June 2011, Plaintiff Arnett had completed both,
6 the audio book and a commercial television spot; and developed the
7 final production plans, with digital pipeline for producing the full
8 three-hour, high definition, motion picture for commercial
9 distribution as a self-help "work shop" series of video discs.

10
11 9. On or about 25 June 2011, Plaintiff Arnett began location
12 filming in Utah. Defendant Howard, acting as the agent of Defendant
13 Nationwide Affordable Housing, did so in these affairs until he
14 changed the name of an existing entity under his sole control, to
15 Defendant Lifeline Media, an entity from which per diem payments to
16 Plaintiff would be made, which materialized only in petty cash
17 stipends for cigarettes and coffee breaks at the "Valley Market".

18
19 10. From late June 2012 throughout early September 2012, Plaintiff
20 Arnett was delayed from filming Defendant Howard, due to him
21 abandoning work regularly, to pursue romantic relationships with
22 **Ms. Bonnie Carrigan, Ms. Angela Russel**, as well as his former wife,
23 **Mrs. Robin Howard**, which resulted in Plaintiff often searching for
24 lost special-needs children, essentially abandoned when Defendant
25 Howard and guest would disappear without warning, and other
26 impositionary, and elective delays of this type. To no effect,
27 Plaintiff objected to these delays as costing him extra time, which
28 had nothing to do with fulfilling his obligations on-schedule.

1 11. Filming only became productive, once Plaintiff Arnett and
2 Defendant Howard went to film the Idaho locations in mid July 2011.
3 During this time, Defendant Howard provided loose tobacco and paper
4 for Plaintiff to roll his own cigarettes, claiming that he was
5 running out of money. However, once returned from Idaho filming, the
6 same type of delays persisted. The original two month project
7 Plaintiff had accepted had doubled in time and was threatening to go
8 much longer by the unnecessary delays introduced by Defendant Howard.

9
10 12. On or about 25 July 2011, Mr. Ard arrived in Salt Lake City, and
11 resided at the same Eden, Utah location in order to design the
12 Lifeline Media branding for the products, and to produce the graphics
13 for the motion picture product. Mr. Ard was paid the same petty cash
14 stipend amounts weekly, until he would invoice for the totality of
15 his labor, once it could be calculated.

16
17 13. Defendant Howard disclosed to Plaintiff Arnett that a Federal
18 Judge had "ripped him off", "singled him out for persecution",
19 "swindled him", by making a large Civil judgment against him (in Case
20 1:09-CV-02799-ODE for refusing to return \$200,000 belonging to the
21 plaintiffs of that Case, which is on Appeal), so he would not be able
22 to make complete payment for Mr. Ard's services. Defendant Howard
23 offered an equity ownership position in the products which Mr. Ard
24 was manufacturing, in order to make up the outstanding balance to
25 him. The details of which, Defendant Howard claimed he would work out
26 at a later time, once all of the photography was completed. No such
27 equity promises were fulfilled at that appointed time, nor any time
28 thereafter.

1 14. Defendant Howard represented the equity as having great
2 potential value, due to his access to celebrities "Glenn Beck" and
3 "Marie Osmond" through his publishing service provider, who he was
4 expecting to help him exploit the commercial potential of the
5 project. Defendant Howard offered Mr. Ard equity because he claimed
6 to Plaintiff and Mr. Ard that he was financially depleted and needed
7 the cooperation of Mr. Ard to complete the project. Defendant Howard
8 summarily reduced promised meals to once a day, left-overs, and
9 reduced per diems to \$10 a day, which Defendant Howard often consumed
10 as he pleased, after returning from "lunch" meetings with his
11 publishing service provider, while Plaintiff and Mr. Ard labored.

12
13 15. On or about 28 August 2011, Defendant Howard disclosed to
14 Plaintiff Arnett that he had no intention of providing Ms. Kalana her
15 "Associate Producer" credit in the film, nor reimburse any of her
16 expenses, stating that he felt no obligation to her whatsoever.

17
18 16. Plaintiff Arnett and Mr. Ard immediately approached Defendant
19 Howard to finalize the equity interest promises in the project.
20 Defendant Howard claimed that assigning equity at that point was
21 premature and would interfere with his ability to make any
22 distribution agreement in the future, if he had formal partners. On
23 that basis, he again refused to assign Plaintiff and Mr. Ard equity.
24 Plaintiff and Mr. Ard countered, that if they were not formal
25 partners, then they needed to get paid for their professional
26 services. Defendant Howard agreed and promised to make everything
27 "good" by ultimately paying them their rates, if that were possible,
28 or by assigning equity to them, once he knew its "true" worth.

1 17. Immediately following that meeting, Defendant Howard disclosed
2 to Plaintiff Arnett that he had no intention of providing Mr. Ard
3 with any equity, which he had promised to him. Defendant Howard
4 stated to Plaintiff that he intended to pay off Mr. Ard with a small
5 token fee, instead of paying him his full invoice amount, when the
6 labor was calculated. Defendant Howard stated that arrangement meant
7 more profit for himself and for Plaintiff. Plaintiff Arnett refused
8 diminishing Mr. Ard's consideration by any means.

9
10 18. Plaintiff Arnett and Mr. Ard had exhausted their personal funds
11 by this time, receiving no payment for services, nor promised equity,
12 beyond Defendant Howard making payment to Plaintiff's and Mr. Ard's
13 Arizona rental units, in order to maintain the continued cooperation
14 of Plaintiff and Mr. Ard. Defendant Howard insisted the distribution
15 he was arranging would satisfy all payment issues. Deeply vested,
16 Plaintiff and Mr. Ard continued to labor in earnest, giving Defendant
17 Howard the benefit of the doubt.

18
19 19. On or about 31 August 2011, Defendant Howard offered Plaintiff
20 Arnett his personal 1994 Suzuki 1400 Intruder motorcycle, that he had
21 possessed for over a decade, but was actually owned by the Ben Howard
22 Trust, which he represented as a "1995" model, "just serviced",
23 "safe", capable of "riding anywhere", as a "bonus" incentive to
24 continue labor until payment for services, or the equity
25 materialized. Defendant Howard also offered to pay Plaintiff the
26 expenses of riding home on it to Tucson, when the work in Utah was
27 completed. Defendant Howard represented the 1994 motorcycle as being
28 worth more than \$3,000. Plaintiff accepted the bonus.

1 20. Unknown to Plaintiff Arnett, The motorcycle brake pads were in
2 fact, metal on metal, the padless metal backings making direct
3 contact with the discs - deadly to take on a thousand mile journey.
4 Defendant Howard also demanded to remove the only remaining safety
5 equipment, the windshield. Defendant Howard provided a signed bill of
6 sale, without any identification of the seller (the title named the
7 Ben Howard Trust in Idaho as owner). Defendant Howard's "poor"
8 financial condition still provided him with the disposable funds to
9 impulse buy an identical motorcycle for \$5,500 that was of much more
10 recent manufacture, and without the electromechanical problems which
11 the 1994 model suffered. Repair of those electromechanical problems,
12 to make the vehicle safe and road-worthy, were discovered to be in
13 fact, more costly than the value of the vehicle, rendering it as
14 "totaled" condition, rather than "excellent" condition, as it was
15 misrepresented by Defendant Howard. With Defendant Howard's new
16 motorcycle having a windshield of its own, he had no more pretense
17 for removing the windshield from the 1994 model, so Defendant Howard
18 allowed Plaintiff to retain the last remaining safety device. But
19 Defendant Howard removed the Idaho license plate from Plaintiff's
20 motorcycle and installed it on his new motorcycle. When Plaintiff
21 questioned him about the legitimacy of that action, Defendant Howard
22 replied, "Sure, it's legal!". When Plaintiff questioned him about the
23 liability of interstate highway travel to Tucson without a license
24 plate, Defendant Howard replied, "You have three days to transport
25 it, that's legal", then he provided Plaintiff with a Progressive
26 Insurance Co. I.D. Card, insuring a 1994 Suzuki Intruder 1400.

27
28 21. On or about 11 September 2011, Defendant Howard demanded

1 editorial changes, which he insisted were of special personal
2 importance to him, and quickly became a "special revelation from God"
3 to justify the changes. Those changes represented an obvious erosion
4 of the marketability of the motion picture and the value of its
5 equity to Plaintiff Arnett and Mr. Ard, who both refused the demands,
6 agreeing it was another pretense for justifying continued non-
7 payment. Defendant Howard then used intimidation to coerce these
8 changes, by shouting, throwing and breaking objects, declaring that
9 he would never pay neither Plaintiff nor Mr. Ard their rates, nor
10 equity. A commotion ensued. This was witnessed by Defendant Howard's
11 ex-wife, Mrs. Robin Howard. This resulted in more delays due to
12 additional demands at threat, followed by Defendant Howard's
13 apologies, but still no payment, nor equity materialized.

14
15 22. By mid September, Defendant Howard's former wife, Mrs. Robin
16 Howard, had agreed to re-marry him immediately. Defendant Howard gave
17 his reason as his public assistance benefits for health insurance,
18 provided by the State of Utah, would soon expire and he needed to get
19 onto her medical plan immediately. Defendant Howard composed a
20 Prenuptial Agreement for his soon-to-be wife to sign, in order to
21 protect his assets from her, in case she discovered that he had never
22 terminated his relationships with Ms. Carrigan and Ms. Russel (both
23 of whom, persisted throughout the second marriage, ultimately
24 resulting in their separation and pending divorce). Defendant Howard
25 left his investment ledger open, revealing his assets to include in
26 his Prenuptial Agreement. Plaintiff found Defendant Howard's ledger
27 open in the work area, demonstrating to him an approximate \$10,000
28 monthly income from a plurality of residential properties.

1 23. On or about 27 September 2011, the voice track and picture track
2 of the motion picture were completed. The scope of the work was three
3 hours of specialized, "green screen" visual effects techniques to
4 superimpose Defendant Howard speaking in most every scene of the
5 motion picture, to create the illusion that he was in a many
6 locations, when in fact, he was filmed on a green screen, at a
7 property he owns at: 1087 S. 9275 E. Huntsville, UT 84317.

8
9 24. At that time, Defendant Howard insisted that Plaintiff Arnett
10 complete the "ambiance" portion of the sound track, despite the
11 absence of audio speakers, from which to monitor subtle audio
12 ambiances. Plaintiff made an earnest attempt, however, the noise
13 level created by the restlessness of Defendant Howard made that task
14 impossible to do properly at broadcast standards using the built-in
15 computer speakers. Plaintiff stated that he would build the ambiance
16 track at his Tucson work studio, as originally planned, where he had
17 the proper equipment for broadcast standards.

18
19 25. Defendant Howard insisted that the track be finished in Eden,
20 Utah, inexplicably panicked that Plaintiff Arnett may not be able to
21 complete the audio task, "for any reason". Plaintiff reassured
22 Defendant Howard that it was a simple task, that required audio
23 speakers, and a few representative speakers of sound systems the
24 motion picture may be exhibited. Mr. Ard, a qualified audio editor,
25 concurred. Regardless, Defendant Howard pressed vigorously, overly
26 concerned that something bad may happen to Plaintiff somewhere
27 between Eden and Tucson, never disclosing to anyone that the
28 condition of the motorcycle was deadly without brake pads.

1 26. To alleviate concern, Plaintiff Arnett gave his audio recording
2 equipment to Defendant Howard: a ProTools software suite and a
3 DigiDesign Mbox2 digital audio hardware device, "if anything happens"
4 to him. Defendant Howard sent his wife [by then re-married], Mrs.
5 Robin Howard, to ask Plaintiff to remain in Utah to complete the
6 ambient track. He explained his plan to conform the audio to
7 broadcast standards in Tucson. Mrs. Howard accepted Plaintiff's
8 reasoning and did not understand her husband's exaggerated concern.

9
10 27. On or about 30 September 2011, Defendant Howard still had not
11 provided Plaintiff Arnett with the title to the 1994 motorcycle, and
12 wanted him to wait until he made it home to Tucson, when he promised
13 he would post it to him by US Mail. Concerned that Defendant Howard
14 may hold the title hostage in order to coerce him with more threats,
15 Plaintiff demanded the title before leaving. Defendant Howard
16 complied after excusing his "oversight". Plaintiff also demanded that
17 Mr. Ard be provided with a plane ticket home, in his presence, before
18 he left Mr. Ard behind to return home by airline. Defendant Howard
19 purchased a ticket for Mr. Ard, to return home on 12 October 2011.

20
21 28. On or about 1 October 2011, Defendant Howard demanded more
22 editorial changes to the motion picture. Without the financial means
23 to leave Utah independently, Plaintiff Arnett was held until
24 Defendant Howard would provide him with the means to travel home.
25 These editorial changes were made in compliance to the demands. This
26 additional work went on, around the clock, in 20 hour shifts by
27 Plaintiff until the morning of 3 October 2011 when a large storm was
28 due to arrive that evening. Defendant Howard demanded more changes,

1 which delayed Plaintiff until the big storm struck. Fearing Defendant
2 Howard may never again provide a means out of Utah, Plaintiff
3 demanded and received his travel expenses in cash, then left late
4 that afternoon without full payment for his four months of labor, nor
5 promised equity.

6
7 29. Even after Defendant Howard, Plaintiff Arnett and Mr. Ard prayed
8 together for a safe trip, Defendant Howard never mentioned, nor
9 warned Plaintiff that he would be riding into a storm covering both
10 Utah and Arizona on a motorcycle without brake pads. He also knew
11 that Plaintiff never rode a mile on an open freeway before. Defendant
12 Howard's financial obligations to Plaintiff would be at an end, if an
13 accident on the U.S. and Interstate highways of Utah and Arizona
14 occurred. Nevertheless, Defendant Howard elected to remain silent as
15 Plaintiff Arnett began a ride of nearly a thousand miles, in extreme
16 weather conditions.

17
18 30. By 5 October 2011, Plaintiff Arnett survived the journey home to
19 Tucson, despite an electrical breakdown in Kanab, Utah. By 12 October
20 2012, Mr. Ard also made it home by airline. Plaintiff and Mr. Ard
21 waited for Defendant Howard to come to Tucson to complete the audio
22 mix, and bring the promised payment or equity. Defendant Howard moved
23 into another luxury home in Layton, Utah, and paid for classes to
24 attempt the audio mix himself. During this time, Defendant Howard did
25 not answer, nor return telephone calls from Mr. Ard.

26
27 31. On or about 7 December 2011, Plaintiff Arnett received a call
28 back from Defendant Howard, then wishing to come to Tucson, two

1 months later than agreed. Plaintiff informed Defendant Howard that
2 eviction was imminent. Without getting paid, Plaintiff stated that he
3 would not be in a position to do anything but move. Defendant Howard
4 still did not offer any payment nor equity, however, he stated, "Good
5 luck with the move," then asked to stay at Plaintiff's mother's home
6 and do the work there, still, without offering or making any payment.
7 Plaintiff refused, then reminded Defendant Howard of his financial
8 obligation to Mr. Ard. Defendant Howard replied that he was "putting
9 together a holiday gift package with payment" for Mr. Ard. No "gift"
10 package ever arrived, nor payment, nor equity was ever delivered.

11
12 32. On 8 December 2011, Defendant Howard uploaded the motion picture
13 for public exhibition on the Lifeline Media websites,
14 www.benshoward.com and www.benshoward.net, using the Vimeo service
15 at www.vimeo.com/33328737 without license to exhibit the unpaid
16 motion picture nor license for the music score, created by
17 **Mr. Robert A. Wolf**, of Evansville, Indiana.

18
19 33. On or about 22 December 2011, Mr. Ard informed Plaintiff Arnett
20 that Defendant Howard still had not paid him anything since the token
21 payment upon leaving Utah. Neither had Plaintiff received any further
22 payment, nor equity. Plaintiff also discovered that Defendant Howard
23 solicited his music score composer, Mr. Wolf, and had engaged him to
24 compose, record and deliver the complete music score. Mr. Wolf
25 disclosed to Plaintiff that he still had not been paid by Defendant
26 Howard for those two months of work. Defendant Howard commissioned
27 music scoring for his seminar events. Mr. Wolf completed that music
28 composition too but he has not delivered it, due to non-payment.

1 34. Plaintiff Arnett immediately demanded Defendant Howard pay both,
2 Mr. Ard and Mr. Wolf \$2,000 each, immediately before the Christmas
3 holiday, at threat of using the motion picture as a portfolio piece.
4 Defendant Howard threatened to retaliate by pirating a copy of
5 Plaintiff's theatrical motion picture, "Blocked" online, which is in
6 his possession. Defendant Howard then decided to pay Mr. Ard and Mr.
7 Wolf only \$1,000 each by Christmas. Mr. Wolf has not received any
8 more payment by Defendant Howard, having received only \$1,000 for
9 producing a full length motion picture and event scores.

10
11 35. On or about 26 January 2012, Plaintiff Arnett discovered that
12 the front and rear brakes of the motorcycle had completely failed.
13 Upon replacement of the \$68 US Dollar disc brake pad set, Plaintiff
14 examined the old pads. The brake pad assembly was worn-through, with
15 the brake piston making direct contact with the braking disc,
16 destroying them deep below the surfaces of front and rear discs,
17 rendering them irreparable. Plaintiff invoiced Defendant Howard for
18 the balance of combined labor: \$211,000. Plaintiff applied travel and
19 "per diem" money as payment toward the invoice. Plaintiff also
20 offered a five percent discount, if payment was settled within 30
21 days. Because Defendant Howard had doubled the term of the project
22 for elective, personal reasons and continued to refuse to make
23 payment, Plaintiff determined that paying a delinquent payment fee
24 was fair and reasonable for two additional months of wasted time,
25 hardships and the aggravation of each frustrated attempt to collect
26 either promised payment, or promised equity in exchange for the great
27 volume of labor. Plaintiff issued that delinquent payment fee of 37%,
28 which brought the balance due to \$289,070 following a 26 February

1 2012 deadline, upon which date, the motion picture would be used for
2 portfolio purposes. Defendant Howard had refused to make any payment,
3 while continuing to benefit from the unpaid labor in the promotion of
4 his books and seminar events, advertized on his Lifeline Media
5 websites at: <http://www.benshoward.net> and
6 <http://www.benshoward.com>, still using the Vimeo service at
7 www.vimeo.com/33328737.

8
9 36. In response to two of Plaintiff Arnett's demands to remove the
10 motion picture from public exhibition, Defendant Howard did not
11 respond or comply. Plaintiff alleges that he then fraudulently filed
12 a United States Copyright on the same. Defendant Howard's copyright
13 to the intellectual property of his book does not extend into the
14 intellectual property rights of the motion picture, owned by
15 Plaintiff, Mr. Ard, or Mr. Wolf's music score, until those rights are
16 transferred for consideration.

17
18 37. Therefore, Plaintiff makes the following CLAIMS FOR RELIEF:

19
20 38. CLAIM 1: FAILURE OF CONSIDERATION. The allegations of Paragraphs
21 1 through 36 are incorporated into this Claim as if fully set forth
22 herein. For reason of Defendant Howard failing to assign any promised
23 equity, after luring Plaintiff, and later Mr. Ard, to his Utah
24 location to diligently perform and complete all labor required there,
25 under the promises of such equity or payment, Plaintiff alleges that
26 Defendant Howard et al, failed to provide the Consideration thereof,
27 despite receiving significant services, making him liable for damages
28 arising from his actions.

1 39. CLAIM 2: BREACH OF CONTRACT. The allegations of Paragraph 10 are
2 incorporated into this Claim as if fully set forth herein. For reason
3 of Defendant Howard allegedly adding two additional months to the
4 original two month term of service, due expressly to Defendant
5 Howard's own negligence, Plaintiff and Mr. Ard were caused a
6 significant addition of time and duress, making Defendant Howard
7 liable for those damages.

8
9 40. CLAIM 3: FRAUD. The allegations of Paragraphs 1 through 18, and
10 21, and 33, and 35 are incorporated into this Claim as if fully set
11 forth herein. For reason of Defendant Howard allegedly soliciting
12 valuable services, for making offers of Consideration in exchange for
13 significant services, for luring Plaintiff and Mr. Ard into
14 significant service, for which he had never demonstrated any intent
15 of ever putting any equity into writing, nor ever rendering payment
16 in lieu thereof, Plaintiff alleges that Defendant Howard did so, for
17 the purpose of evading the delivery of Consideration promised, making
18 Defendant Howard liable for [what is not merely a contractual dispute
19 between parties, but] a premeditated and ongoing act of Fraud,
20 committed against Plaintiff, Mr. Ard and Mr. Wolf by Defendant
21 Howard, for the purpose of stealing valuable services, making
22 Defendant Howard liable for damages arising from his actions.

23
24 41. CLAIM 4: FRAUD. The allegations of Paragraph 17 are incorporated
25 into this Claim as if fully set forth herein. For reason of Defendant
26 Howard allegedly expressing his intent to defraud Mr. Ard from his
27 Consideration, witnessed by Plaintiff Arnett, and allegedly carrying
28 out such an admission, Plaintiff alleges that Defendant Howard

1 committed an act of Fraud against Mr. Ard, making Defendant Howard
2 liable for damages arising from his actions.

3
4 42. CLAIM 5: FRAUD. The allegations of Paragraphs 19 through 20 are
5 incorporated into this Claim as if fully set forth herein. For reason
6 of Defendant Howard grossly misrepresenting the value and condition,
7 and also the year of the 1994 Suzuki Intruder motorcycle that he
8 transferred to Plaintiff Arnett as a "bonus", Plaintiff alleges that
9 Defendant Howard committed an act of Fraud, making Defendant Howard
10 liable for damages arising from his actions.

11
12 43. CLAIM 6: MISREPRESENTATION OF MATERIAL FACTS. The allegations of
13 Paragraphs 14 and 22 are incorporated into this Claim as if fully set
14 forth herein. For reason of Defendant Howard's alleged claims of
15 inability to make payment, which caused Plaintiff and Mr. Ard duress,
16 are shown to be evidently false by his own Facebook.com page,
17 documenting his travels to Knotts Berry Farm in California, a Mexican
18 ocean cruise, and Snow Basin Ski Resort membership, exercised daily
19 during ski season, Plaintiff alleges that Defendant Howard et al, has
20 always had the means to make payment, just as it appeared in his
21 investment ledger, reflected in his Prenuptial Agreement with his
22 wife, making Defendant Howard liable for damages arising from his
23 actions.

24
25 44. CLAIM 7: INTENTIONAL HARM. The allegations of Paragraphs 25
26 through 29 are incorporated into this Claim as if fully set forth
27 herein. For reason of Defendant Howard allegedly having foreknowledge
28 of the condition of the motorcycle brakes, yet knowingly and

1 willingly remaining silent, delaying departure until the worst
2 possible weather conditions, Plaintiff alleges that Defendant Howard
3 did so with aforethought, in order to deliberately place Plaintiff
4 Arnett in great mortal danger, as a means of covering up his alleged
5 acts of Fraud against Plaintiff, and as a means of eliminating the
6 individual with the major claim against him, specifically, Plaintiff
7 Arnett. Plaintiff further alleges that Defendant Howard schemed to
8 intentionally cause the catastrophic injury or death of Plaintiff
9 Arnett, by subtle means (which might never have be detected, and
10 determined to be an "accident" by authorities), making Defendant
11 Howard liable for damages and judgments arising from his actions.
12

13 45. CLAIM 8: UNJUST ENRICHMENT. The allegations of Paragraphs 30
14 through 35 are incorporated into this Claim as if fully set forth
15 herein. Plaintiff alleges that Defendant Howard persistently made
16 false promises in order to gain Unjust Enrichment without any intent
17 to ever fulfill the obligations he had committed to provide in
18 Consideration. Despite Plaintiff Arnett surviving CLAIM 7, Defendant
19 Howard has still made no attempt to pay the balance of the Invoice,
20 nor made any payment plan, nor assign the promised equity. Defendants
21 continue to benefit from Plaintiff's unpaid services, and those
22 services of Mr. Ard and Mr. Wolf, with the attitude that he is beyond
23 their means and ability to collect, making Defendant Howard liable
24 for damages arising from his actions.
25

26 46. CLAIM 9: COPYRIGHT INFRINGEMENT. The allegations of Paragraph 36
27 are incorporated into this Claim as if fully set forth herein. For
28 reason of Defendant Howard allegedly filing a United States Copyright

1 against Plaintiff Arnett's original work, and that of Mr. Ard and Mr.
2 Wolf, Plaintiff alleges that Defendant Howard committed Copyright
3 Fraud, making Defendant Howard liable for damages arising from his
4 actions.

5
6 47. (Plaintiff In Propria Persona is grateful to this Court for
7 condescending to accept this Complaint for its intended expression,
8 which may often fall short of the high professional grammatical and
9 typographical standards of this United States Court for the District
10 of Arizona.)

11
12 **Demand**

13 48. Plaintiff hereby requests a Jury Trial on all issues raised in
14 this Complaint, and asks the Court for relief, in the following
15 DEMANDS:

16
17 49. On CLAIM 1, that Plaintiff recover damages of the unpaid Invoice
18 balance of \$211,000 US Dollars from Defendants, in order to render
19 the Consideration to Mr. Ard, Mr. Wolf, and to Plaintiff Arnett;

20
21 50. On CLAIM 2, that Plaintiff recover damages of the unpaid
22 "Delinquent Payment" Fee of 37% of the Invoice balance (specified in
23 CLAIM 1), as an added \$78,070 US Dollars from Defendants, who shall
24 then consider the Invoice "Paid In Full" upon receiving total payment
25 of \$289,070 US Dollars. Only then shall the Intellectual Property
26 rights of the project materials be lawfully transferred to
27 Defendants, with no further claims against those rights;

1 51. On CLAIM 3, that Plaintiff recover damages listed in CLAIMS 1
2 and 2 from Defendants, under the same terms, and such other and
3 further relief as the Court shall deem just and proper;
4

5 52. On CLAIM 4, that Plaintiff recover from Defendants, the full
6 amount due from a resulting legal judgment against Mr. Ard for
7 delinquent payment on his student loans during his extended time of
8 service to Defendants, directly due to damages caused by Defendant
9 Howard's actions (Plaintiff shall collect on behalf of Mr. Ard, with
10 his full consent);
11

12 53. On CLAIM 5, that Plaintiff recover damages of \$3,500 US Dollars
13 from Defendants, for allegedly misrepresenting a "totaled" condition
14 motorcycle as "excellent" condition, and such other and further
15 relief as the Court shall deem just and proper;
16

17 54. On CLAIM 6, that Plaintiff recover damages specified in CLAIMS 1
18 and 2, plus \$50,000 US Dollars for Plaintiff Arnett, and \$25,000 US
19 Dollars for Mr. Ard, (which shall be administered by Plaintiff to Mr.
20 Ard, and to himself) from Defendants, for aggravation, hardships,
21 deprivations, duress, and such other and further relief as the Court
22 shall deem just and proper;
23

24 55. On CLAIM 7, Plaintiff demands no damages for pain and suffering,
25 as the decision to leave in the storm was his own decision, however,
26 doing so without a properly functioning brake system was Defendant
27 Howard's decision. Now, Plaintiff understands that a Punitive
28 Judgment is reserved as a deterrent to habitual behavior that is

1 damaging, especially that which causes catastrophic injury and death
2 to others for gain. Taking into account Defendant Howard's alleged
3 actions and history, Plaintiff asks that this Judicial tool to be
4 applied against Defendants, due to Defendant Howard's habitual
5 offenses against Plaintiff and others for alleged Fraud, and for the
6 alleged Intentional Harm he set into motion against Plaintiff Arnett,
7 which Plaintiff alleges, was intended to go undetected. To satisfy
8 any such judgment, Plaintiff asks for an amount, as high as the
9 estimated combined assets of Defendants (\$3,000,000 US Dollars), in
10 order to provide the Court sufficient latitude, as it shall deem
11 necessary and just, to exercise the broad powers and authority of
12 this Court for the purpose of deterring the continuation of such
13 habitual behavior;

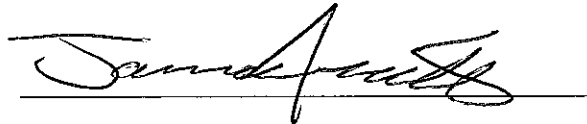
14
15 56. On CLAIM 8, that Plaintiff recover damages listed in CLAIMS 1
16 and 2 from Defendants, under the same terms, and such other and
17 further relief as the Court shall deem just and proper;

18
19 57. On CLAIM 9, that Plaintiffs recover the US Copyright for the
20 project materials from Defendants, by transferring rightful ownership
21 back to Plaintiff by Court Order, and such other and further relief
22 as the Court shall deem just and proper.

23
24 58. Plaintiff demands that Defendants pay all costs associated with
25 this Court Case, and for all costs of Plaintiff preparing and
26 pursuing the same.

27
28 [SIGNATURE ON NEXT PAGE]

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2 Respectfully submitted this 24 day of APRIL 2012.
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8 

9 In Propria Persona

10 James Arnett

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12 Tucson, Arizona 85742

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